



# Iowa Department of Transportation

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December 11, 2008

**Iowa Department of Transportation  
Office of Procurement and Distribution  
Ames, Iowa  
Contract Extension Agreement  
For  
08 A12: Tandem Axle Snow Removal Trucks  
Contract No: 5075**

The undersigned agrees to extend Contract No.: 5075 for Tandem Axle Snow Removal Trucks to the Iowa Department of Transportation under the same terms and conditions as specified in the letting of December 19, 2007 with an agreed upon price increase of 5.5%, including the base turn-key bid and all options.

This agreement extends the contract period through January 28, 2010.

O'Halloran Int'l Inc.  
P.O. Box 1804  
Des Moines, IA 50305

Iowa Department of Transportation

By Patricia Harmeyer

Patricia Harmeyer, Director of Purchasing  
Office of Procurement and Distribution

1-2-09

Date of Countersignature

By Bob Kayser Bob Kayser

Altamont Iowa 50009  
City State Zip Code

Phone No. 515-967-3300

12/31/08

Iowa Department of Transportation  
Office of Procurement & Distribution  
Contract

Contract #:5075

08 A12: TANDEM AXLE SNOW REMOVAL TRUCKS EXT 1

This agreement is between the Iowa Department of Transportation,  
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

O'HALLORAN INT'L INC  
of PO BOX 1804 DES MOINES, IA 503051804 (hereinafter "Supplier").

1. In consideration of  
Two Million One Hundred Sixteen Thousand Two Hundred Ninety Four and 00/10  
dollars (\$2,116,294.00) payable as set forth in the specifications.  
Supplier hereby agrees to furnish machinery, equipment, materials  
and supplies, or to provide services, all as herein specified, to  
be furnished as provided in the notice and instructions to  
bidders, and in the plans and specifications for  
08 A12: TANDEM AXLE SNOW REMOVAL TRUCKS EXT 1, PER  
SPEC. NO./PROJ. NO. Proposal #4097,  
as let on DECEMBER 19, 2007 at the following  
agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	14	EACH	123,529.0000	0.00	1,729,406.00
TURNKEY TANDEM AXLE SNOW REMOVAL TRUCKS COMPLETE AMES MACHINE SHOP, AMES MAKE: INTERNATIONAL MODEL: 7000 SERIES  EQUIPMENT INSTALLER: MONROE TRUCK EQUIPMENT  PRICE TO INCLUDE: \$76,330 TRUCK CAB CHASSIS \$11,529 VENDOR PREP. \$12,507 HYDRAULIC SYSTEM \$12,565 8 CU YD BODY WITH HYD. HOIST \$3,585 STAINLESS STEEL TAILGATE SPREADER LEFT DISCHARGE \$2,582 140 GALLON TAILGATE MOUNTED PRE-WETTER \$4,431 SWITCH PANEL & ELECTRICAL INSTRUCTIONS \$123,529					
0002	13	EACH	640.0000	0.00	8,320.00
Option No.1: Front Axle 20,000 Lb. DANA I-200W					
0003	5	EACH	1,403.0000	0.00	7,015.00
Option No.2: Dual Spreader (DS) MONROE MS966-TS-201-IA					
0004	1	EACH	755.0000	0.00	755.00
Option No.3: Center Spreader (CS) MONROE MS966-CD-201-IA					
0005	0	EACH	352.0000	0.00	0.00
Option No.4: Right Spreader (RS) MONROE MS966-DWRH-201-IA					
0006	0	EACH	6,807.0000	0.00	0.00
OPTION NO.5: LEFT ZERO-VELOCITY SPREADER SYSTEM					

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0007	0	EACH	6,807.0000	0.00	0.00
	OPTION NO.6: RIGHT ZERO-VELOCITY SPREADER SYSTEM				
0008	0	EACH	3,666.0000	0.00	0.00
	OPTION NO.7: LEFT WINTER COMBINATION TAILGATE				
0009	5	EACH	4,664.0000	0.00	23,320.00
	OPTION NO.8: DUAL WINTER COMBINATION TAILGATE				
0010	2	EACH	9,887.0000	0.00	19,774.00
	Option No.9: Zero-Velocity Winter Combination Tail				
0011	0	EACH	3,890.0000	0.00	0.00
	Option No.10: Light Duty Mid-Mount Wing (LDW)				
0012	1	EACH	6,941.0000	0.00	6,941.00
	Option No.11: Medium Duty Rear Mount Wing (MDRW)				
0013	3	EACH	7,760.0000	0.00	23,280.00
	Option No.12: Medium Duty Front Wing (MDFW)				
0014	3	EACH	8,355.0000	0.00	25,065.00
	Option No.13: Heavy Duty Front Mount Wing (HDFW)				
0015	7	EACH	12,487.0000	0.00	87,409.00
	Option No.14: Heavy Duty Benching Wing (HDBW)				
0016	5	EACH	10,940.0000	0.00	54,700.00
	Option No.15: Underbody Snow Plow (UBP)				
0017	9	EACH	12,489.0000	0.00	112,401.00
	Option No.16: Non-Conventional Ice Blade (NIB)				
0018	3	EACH	0.0001	0.00	0.00
	Option No.17: Schmidt/Wausau SQH Front Plow Hitch				
0019	2	EACH	2,036.0000	0.00	4,072.00
	Option No.18: Automatic Tire Chains (TC)				
0020	6	EACH	2,306.0000	0.00	13,836.00
	Option No.19: Automatic Tarp (AT)				
	US TARP AUTOMATIC TARP				

2. The parties agree that the following documents shall be considered part of this contract:

- Agency's notice and instruction to bidders dated DECEMBER 19, 2007;
- Supplier's proposal, with attachments, if any;
- "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
- Agency's general and detailed plans, if any; and

3. Supplier agrees to begin furnishing the specified machinery,

equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before JANUARY 30, 2008 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JANUARY 28, 2010.

4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. Supplier certifies that it is not in violation of Iowa Code section 314.2.  
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.
9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms:  
This is a one (1) year contract with the option to renew for three (3) additional years in twelve (12) month increments.

A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

CONTRACT WAS EXTENDED JAN 2, 2009 AT 5.50% jg

Dated \_\_\_\_\_

Iowa Department of Transportation  
Operations & Finance Division  
Purchasing Director  
(Agency)

O'HALLORAN INT'L INC  
(Supplier)

By \_\_\_\_\_

By \_\_\_\_\_